



REQUEST FOR PROPOSALS

GOODS AND SERVICES

BUS STATION ELECTRONIC DISPLAY SIGNAGE

PROPOSALS DUE:

Monday, November 21, 2022, by 4:00 PM, Pacific Time

Address Proposals to:

City of Wilsonville SMART

Attn: Eric Loomis

29799 SW Town Center Loop East

Wilsonville, OR 97070

Proposals must be plainly marked as follows: “Request for Proposals – SMART Bus Station Electronic Display Signage,” and sent to the attention of Eric Loomis. Include the name and address of the Proposer. Proposers must submit five (5) sets of the Proposal and one (1) electronic copy on a USB drive. Proposers may instead electronically mail Proposals to loomis@ridesmart.com, including all the above information. Faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.

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REQUEST FOR PROPOSALS

The City of Wilsonville, Oregon (“City”) is requesting Proposals in order to select a qualified contractor to provide Electronic Display Signage services for the Bus Station Electronic Signage Project (“Project”). Interested contractors (“Proposers”) are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. Proposals will be evaluated in accordance with the qualifications based selection procedures of OAR 137-047-0260. This Project does does not involve federal funds.

SCOPE OF WORK

It is SMART’s desire to procure Electronic Display Signage that meets or exceeds the technical specifications set forth in this document and is as close to a standard off-the-shelf, service-proven system as possible.

The selected contractor will be responsible for providing a complete, fully operational and integrated electronic display signage system and shall serve as systems integrator for all components and interfaces (internal and external). The selected contractor will also be responsible for all connections and terminations where its equipment integrates with existing SMART equipment.

Introduction

This project will implement industry proven Electronic Display Signage including a Content Management Software (CMS) solution to present real-time transit arrival information for transit service for up to 21 bus stations. The display signage will integrate with SMART’s existing AVL/CAD system provided by GMV to receive real-time data on vehicle locations and present the information to passengers on electronic display signage. The display signs should operate using an external power source of solar power, battery power, or a combination of both, dependent on the location of each bus station identified for this Project. The displays are required to have options of English and Spanish for users and have an audible call-out option for customers with disabilities.

SMART is requesting Proposals for design, installation, testing, and acceptance of Electronic Signage (CMS) from interested parties (hereinafter known as “Contractor”). Prices quoted must be all-inclusive and represent complete installation at each of the 21 bus stations. Proposers will be responsible for all parts, labor, hardware, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the Electronic Signage/CMS Solution to SMART. **This Project is to be completed by Tuesday, June 20, 2023.**

Experience and Qualifications (Requirement)

Proposers must demonstrate to the satisfaction of the City that they possess the qualifications, experience, skill, licenses, necessary facilities, and financial resources required to perform the contract services in a satisfactory manner and within the required time.

1. Introduction or Cover Letter: Provide a brief introduction of the Proposer, and/or an introduction of all members who may be involved in the contract resulting from this RFP. Describe primary business experience of the Proposer, length of time in business, organizational structure, size, capabilities, financial ability of proposer to fulfill obligations of resultant contract award, ownership, the location of office(s), telephone number, email address, web-address, and any other information that the proposer deems pertinent and introductory in nature.

2. Qualifications of Proposer: Proposers shall describe their knowledge and past project experience relevant to SMART’s needs as listed in the Scope of Work of this RFP, including the Proposer’s direct experience on projects of similar size, scope, and complexity.
3. Project manager and related positions.

SCHEDULE

RFP Advertised	Wednesday, October 19, 2022
RFP Questions or Change Request Deadline	4:00 p.m. PST Wednesday, November 9, 2022
Addenda Issued	Monday, November 14, 2022
Proposal Closes & Responses Due	4:00 p.m. PST, Monday, November 21, 2022
Evaluation of Proposals Complete	Wednesday, November 30, 2022
Interviews and Demonstration, if required	Monday, Dec. 5– Friday, Dec. 9, 2022
Notice of Intent to Award	Tuesday, December 20, 2022
Award Protest Deadline	5:00 p.m. PST, Tuesday, December 27, 2022
City Council Award	Thursday, January 5, 2023
Notice to Proceed	Monday, January 9, 2023
Project Completion	Tuesday, June 20, 2023

RFP DOCUMENTS

Request for Proposal (RFP) documents may be obtained at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070, or may be obtained electronically on the City website (www.ci.wilsonville.or.us) under “Business” by clicking on “Bids and RFPs.” The City of Wilsonville shall not be held responsible for the delivery of the documents. Contact Eric Loomis at loomis@ridessmart.com or (503) 570-1577 to obtain RFP documents by mail.

PROJECT MANAGER

The City’s Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Eric Loomis
 Transit Operations Manager
 (503) 570-1577
loomis@ridessmart.com

PROPOSAL SUBMISSION REQUIREMENTS

Responses shall be submitted in a sealed envelope / container to the following address and clearly marked “Request for Proposals – SMART Bus Station Electronic Display Signage.” Proposers may instead electronically mail Proposals to loomis@ridessmart.com, including all the information below.

1. One (1) original and four (4) copies of the response and Proposal documents.

2. One (1) electronic PDF format version of the response and Proposal documents on a USB flash drive.
3. Electronic signatures on forms are permitted.
4. Submit with a cover letter to:

Eric Loomis
Transit Operations Manager
SMART
29799 SW Town Center Loop E
Wilsonville, OR 97070

Proposals must be received by SMART **by 4:00 p.m., Pacific Time, Monday, November 21, 2022**. Late submittals will not be considered.

Preparation of Proposals

A. Proposal format:

- (1) Proposals shall be typewritten, with a standard body text font (e.g., Calibri, Times New Roman, Garamond) of at least 12-point. One page is a single 8 ½" x 11" sheet of paper, printed on both sides. Please number pages consecutively in the lower right-hand corner after the Table of Contents. Proposals shall be organized in the order listed in this "Proposal Requirements" section and shall not exceed ten (10) double-sided pages. While double-spaced narratives are not required, the liberal use of white space is appreciated.
- (2) Supporting Information (Does not count toward page limit)
 - i. Introductory Letter
 - ii. References
 - iii. Optional graphs, examples, photos, etc.

B. Proposals must be submitted with any forms, or copies of forms, furnished by the City and, as a minimum, Proposers are required to include the following information in the Proposal:

- (1) Signed – If the Proposal is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the Proposer shall be typed or printed on the Proposal.
- (2) Scope of Work – A detailed description of the products and services being proposed to meet the requirements set forth in the RFP. Please include a project schedule showing key milestones, including beta-testing of components and expected "go live" dates of each of the components listed in the Scope of Work. Proposers should assume a Project kick-off at time of contract signing.
- (3) Industry references – a detailed list of all clients where Proposer has been the primary contractor for a similar ITS project.

C. The Proposal requires Proposers to submit prices for one or more items, including:

- (1) Lump sum proposal;
 - (2) Lump sum proposal alternate prices;
 - (3) Unit prices; or
 - (4) Any combination of items (1) through (3) above.
- D. Proposers must not alter forms furnished by the City. Modifying the Proposal forms, conditioning or limiting the Proposal may disqualify the Proposal.
- E. The Proposer agrees to hold all pricing for a period of one hundred twenty (120) days from the date of the Proposal opening. Proposals shall not be conditioned to allow for less than a one hundred twenty (120) day acceptance period.

Staffing Plan

The Proposer shall provide a description of the functional organization of the proposed project team. Include an organizational chart showing the project team, detail the roles and responsibilities of each team member, the availability of each team member, the location of each team member, and the key team member status (i.e., identify Proposer employees and subcontractors). Provide the experience and qualifications of each team member, including, but not limited to, a summary of experience with related work, years of experience in the specified position, and education. The information shall be presented as a bio and detailed team member resumes or cover letters may also be included.

At a minimum, Proposers shall clearly describe the direct qualifications, experience, and training of personnel assigned to this Project. Examples of key roles are:

- **Project Manager.** This is the individual who will be responsible for the overall performance of the work and who will be the primary representative of the Contractor.
- **Project Engineer.** This is the individual who will act as the primary interface for all technical questions and for coordinating with Proposer's developer and technical staff.
- **Contractual Representative.** This is the individual who will coordinate with SMART on contractual negotiations and administration.
- **Hardware Lead.** This is the individual responsible for the design, development, and procurement of all hardware under the proposed contract.
- **Software Lead.** This is the individual responsible for the design, development, and procurement of all software under the proposed contract.
- **Installation Lead.** This is the individual responsible for the coordination and oversight of all installation activities.
- **Training Lead.** This is the individual responsible for creating the training materials and curricula, and for leading the training activities.
- **Documentation Lead.** This is the individual responsible for providing quality control of all documentation to ensure that it is complete, comprehensive, fit for purpose, and effective at communicating information to the expected user group.
- **Customer Support Lead.** This is the individual who will act as the primary contact for warranty and ongoing support services.

Any changes to the Staffing Plan made prior to any resultant contract shall be reviewed by SMART, and any changes made during implementation must be approved by SMART.

The Project Manager shall meet regularly with City staff through the duration of the contract. Meetings should be more frequent during the hardware installation and training period. After the initial installation, meetings shall occur regularly on an agreed upon interval by the City and Contractor. Meetings shall happen in-person, by teleconference, or by videoconference.

SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

It is SMART's desire to procure electronic signage hardware and related software that meets or exceeds the technical specifications in this document and is a service-proven system.

The Contractor is required to complete the following tasks before system acceptance:

Task 1: Electronic Signage System Design

The Contractor is responsible for procuring, installing, configuring, and testing all hardware and software required. Proposed system must be compatible with all future revisions and software/hardware versions for entire life of contract. Any upgrades or patching required to bring newer hardware or software into production must be included as part of this entire contract life.

All communication between display signage system equipment must be through the main AVL server location using a hub and spoke design.

Task 1.1: Displayed Content and Information

The Contractor will cover production, delivery, and provision of displays on signage as follows:

- SMART GMV real-time schedule information will be displayed for station specific information (SMART and GMV will provide the information to the Contractor).
- Service alerts through GMV GTFS Realtime will be displayed for station specific information.
- Custom marketing branding options must be displayed throughout all electronic displays.
- Ability for SMART staff to remote access the display signs and add content via the internet.
- ADA requirements must be met for video and sound.

Task 1.2: Technical Specifications

The Contractor will be responsible for installing the electronic display signage. The weight and dimensions of the display signs should allow mounting on existing station poles or in existing bus stations, without structural changes to the poles/weather shelters. If a proposer is proposing a solution that requires special mounting poles/structures, details about the poles/structure and the installation process are required in this document. If additional structural construction is needed, Contractor is responsible for obtaining required building permits. Upon field installation of displays, the Contractor will be responsible for finalizing electronic display signage configuration, testing all electronic display signage system hardware components and sub-components, and ensuring interfaces are working properly. **Appendix A** gives specifications for each of the 21 bus stations.

The following are meant to be the minimum technical specifications which SMART will accept as a portion of the RFP for Electronic Display Signs and associated hardware. Any variance from these specifications must be requested before the "RFP Questions" deadline.

Electronic Display

- Display size of approximately 13 inches;
- Display information should meet all ADA requirements;

- Fully configurable visible area, including the presentation of multiple departures of multiple routes;
- Viewing angle of at least 175 degrees;
- Passenger occupancy where data is available;
- Push buttons on or connected to display to interact with content;
 - i.e. multi-page toggle, audible ADA callouts;
- Readability in direct sunlight and in all conditions at a distance of up to 10 feet; and
- Operate in the following environmental conditions:
 - temperatures between 0°F to 120°F;
 - Rain, snow, cloud cover, fog, etc.

Mounting Hardware

- Display shall allow for mounting on existing poles/structures, or integration into existing shelters;
- Tamper-proof fasteners are required for attaching display to the station facility;
- The display shall be designed to receive and transmit data via available mobile networks; and
- The Contractor shall manage all coordination with the mobile network.

Power Supply

- Display units shall operate on solar power, battery power, and or a combination of both;
 - Specifications of size, type, power output are required;
 - Power sources, casings, and connections must comply with all state and federal guidelines;
- Power supply shall work continuously for at least three (3) years without replacement; and
- Power supplies and connecting hardware external from the display unit shall be in tamper-proof casing or use tamper-proof fasteners with proven durability.

System Software

- The user interface shall be implemented as a web-based application with a graphical user interface;
- The user interface shall support different levels of authorization;
- The user interface shall allow assigning a display to a station point;
- The user interface shall enable a user to configure, control, and monitor displays via the central server;
- The user interface shall allow addressing individual displays, groups of displays, and/or all displays;
- The content management system shall enable a user to upload images, create playlists and schedule content; and
- The user interface shall allow addressing individual displays with playlists and schedules.

Monitoring System

The status reports from the displays to the central server allows monitoring and error logging. At least the following information/status of the display shall be conveyed in a status report:

- | | |
|-----------------------|---------------------------|
| • Display ID | • TTS module error |
| • Time | • Display module error |
| • Display OK | • Battery voltage/power % |
| • Internal error | • Software Version |
| • Configuration fault | • Last departure update |

- Reception field strength
- Temperature of the display
- Transmission error

Task 2: Electronic Display Software Installation

The Contractor shall grant SMART the right to use all software and firmware provided under the contract and will not impose any licensing restrictions on interfacing data to or from the electronic display system software. SMART shall be the owner of all software data. The Proposer shall provide for hosting of the content management software as described within technical specifications for the software. Hosting services, monthly service fees, maintenance, and licensing for the software shall be provided for the duration of the warranty period for all electronic signage system software. SMART shall have the option to extend the duration of software hosting beyond the system warranty period, to be negotiated with system Contractor at future periods.

Task 3: Electronic Display System Integration with AVL System

The Contractor shall be responsible for completing the integration of the electronic signage system with the SMART AVL system for receiving real-time transit information, and shall serve as systems integrator for all components and interfaces (internal and external). SMART's Contractor for AVL/CAD systems is GMV. The Contractor will be required to work with GMV to integrate all customer facing real-time information.

Successful completion of Electronic Signage/CMS integration shall be achieved upon the successful completion of the thirty (30) day System Acceptance Testing period, as defined in the following section.

Task 4: System Acceptance Testing

All materials furnished and all work performed under this specification shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the specification requirement; the appropriate items shall be replaced, repaired, upgraded, or added by the Contractor as appropriate to correct the noted deficiencies, at no cost to SMART. The Contractor will be required to submit a test plan and procedures for each of the following types of tests. The following information must be included in each Acceptance Test Plan:

- Test schedule;
- Identification of all tests to be performed, the purpose of each test and the identification of the functional requirement(s) being tested;
- Identification of hardware and software to be tested;
- Description of test procedures;
- Description of measures of effectiveness or pass/fail criteria;
- Description of the methods and equipment used to record the test and test results;
- Description of the corrective actions and re-testing procedures; and
- Identification of special testing conditions.

All test plans and test procedures shall be submitted to SMART for approval. SMART reserves the right to witness any or all tests, without charge, and may include a check for compliance with all requirements set forth in this document and the resulting contract. The Contractor will provide reasonable advance notification to SMART of all tests, but not less than five (5) business days.

Task 4.1: Proposed System Acceptance Testing

A thirty (30) day Acceptance Testing period shall commence when the following minimum conditions are met:

- The Contractor's proposed Acceptance Test Plan shall have been received, reviewed, and approved by SMART;
- The Contractor's proposed date for commencement of Acceptance Testing shall be compatible with the schedules of SMART staff who shall be directly involved in such monitoring and testing;
- All fixed-end hardware and system software shall be fully installed and operating without problem for a minimum of seven (7) business days.

The Contractor shall certify, and SMART shall have reason to believe, that all equipment is installed and operating without problem, and that any equipment not passing the test shall be no more than marginally greater in number than that which should be expected during normal operation of the system after acceptance. SMART expects, when notified by the Contractor that the system is ready for testing, the acceptance testing shall commence and will be completed with a "punch" list for error correction. SMART shall designate an organization to perform one (1) set of full acceptance testing for this Project. In the event that more than one (1) set of acceptance tests is necessary due to the failure on the part of the Contractor, SMART reserves the right to require the Contractor to reimburse SMART for such costs.

Task 4.2: Final System Acceptance Testing

A thirty (30) day Acceptance Testing period shall commence when the following minimum conditions are met:

- The Contractor's proposed Final System Acceptance Checklist shall have been received, reviewed, and approved by SMART;
- The Contractor's proposed date for commencement of acceptance testing shall be compatible with the schedules of SMART staff who shall be directly involved in such monitoring and testing;
- All fixed-end hardware and system software shall be fully installed and operating without problem for a minimum of five (5) business days.

The Contractor shall certify, and SMART shall have reason to believe, that all equipment is installed and operating without problem, and that any equipment not passing the test shall be no more than marginally greater in number than that which should be expected during normal operation of the system after acceptance.

SMART expects, when notified by the Contractor that the system is ready for testing, the acceptance testing shall commence and will be completed with a checklist for error correction.

The final written acceptance of the system shall be granted upon successful completion of all work called for by this RFP, the resulting contract, and all related documents, in addition to the successful completion of the integration system tests that Contractor shall be required to develop and provide to SMART. The integration system tests shall be subject to the approval of SMART and shall include, as a minimum, the following:

- Functional tests to ensure hardware and software compatibility. Procedures for these tests shall include descriptions of all functions and the steps taken to demonstrate each.
- Hardware and/or software tests to provide proof of performance for all equipment furnished to ensure that the functional and technical requirements of the various units and subsystems have been met.

System availability tests to ensure that the actual availability is sufficient to not impede operational functions. The Contractor shall guarantee a favorable failure rate for all equipment such that, on average over any three (3) month period, less than two (2) electronic displays will experience a failure. A failure shall be defined as a malfunction of the Contractor-supplied equipment resulting from component failure in said equipment under normal operating conditions. Maintenance records kept and certified by the Contractor, and provided to SMART during a one hundred twenty (120) day test period shall determine this. SMART reserves the right to audit and inspect such records, or allow its designee to do it, as the agency deems necessary. If the required reliability cannot be demonstrated during this period, the Contractor will have sixty (60) days to rectify the problem. Such records shall be submitted in an agreed-upon electronic format.

If any particular component within any of the equipment furnished under the resulting contract has a failure rate of 10% or greater during the twelve (12) month period of the original warranty period, that component or components shall be considered to have failed 100% in all units and the Contractor shall either remove and replace all such items or make appropriate modifications to eliminate the cause of the failures, all without additional cost or disruptions to normal daily operations to SMART.

Task 5: Electronic Display Signage System Training

The Contractor shall provide a comprehensive training program that enables SMART staff to operate and maintain the system. The training plan shall assume training for SMART administrative staff and maintenance personnel. Training topics shall include:

- Electronic display signage training;
- Hardware training (maintenance and troubleshooting);
- System administration training, including third-party interfaces (i.e. GTFS data feed).

The Contractor shall provide a detailed training plan in conjunction with the overall project schedule. The plan will provide a description and duration of each course. All training will be conducted onsite at SMART's facility or through a virtual meeting platform.

Additional training shall be provided by the Contractor at no cost to SMART under the following circumstances:

- Major modifications to the software and/or hardware made after the initial training due to system(s) defect(s) and/or upgrade(s) within two (2) years of installations; and
- Delays in systems deployment after initial training for which the Contractor is responsible.

Task 6: Electronic Display Signage System Warranty

The Contractor will provide a three (3) year service and warranty policy on all components of the system, including equipment, services, and software purchased under this contract. The warranty period will begin following final system acceptance by SMART. Contractors are required to identify their service facility in their Proposals. SMART reserves the right to approve or reject the service facility specified by the Contractors.

A complete copy of the Contractor's warranty shall be included in the Proposal. Contractor shall provide a single point of contact for all warranty administration during the warranty period.

The Contractor shall provide any software updates and patches for the current version at no cost to SMART during the warranty and support period.

Future upgrades to the software system will be made available to SMART at no additional charge during the warranty and support period.

If there is a change in the production configuration of any equipment or software being installed prior to installation completion, SMART may require that all previously installed equipment and software be upgraded to match the updated configuration.

Ongoing Support and Maintenance – the Contractor shall provide ongoing user and technical support for a period of three (3) years as part of the warranty period.

Task 6.1: Repair or Replacement of Faulty Components

During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price.

If at least 25% of a given component requires repair or replacement within the three (3) year warranty period, the component shall be deemed to warrant system-wide replacement. System wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault. Even if the system-wide replacement activity extends beyond the warranty period, the Contractor shall be obligated to complete the system-wide replacement if the need was documented before the end of the warranty period. Software support during the warranty period shall include technical support for all hardware and software, with a technical support line, as well as providing, licensing, installing, and integrating all released software patches and updates.

Task 6.2: System Failure Response Times

The Contractor shall provide 24/7 support when needed in case of severe emergencies. The Contractor shall respond to issues in a timely fashion. Contractor is deemed to have responded when it has replied to the City’s initial request. This may be in the form of an email, help desk ticket, or a telephone call to either provide a solution or request further information.

Guaranteed response times depend on the severity of the issue and apply during the City’s working hours only. Guaranteed response times are shown in Table 1.

Severity Level	Response Time
Fatal	90 Minutes
Severe	120 Minutes
Medium	1 day
Minor	3 days

The severity levels shown in Table 1 are defined below and refer to all mode types.

- **Fatal:** Complete degradation (>50% System Failure) — all users and critical functions affected. Item or service completely unavailable, including but not limited to:
 - The central software system is unreachable by City users.
 - The central software system is accessible, but there is no telematics data being presented to the user.
- **Severe:** Significant degradation (20% - 49% System Failure) — large percentage of users or critical functions affected, including but not limited to:
 - Electronic displays not connecting to server, displays not updating properly, loss of power to hardware, software system is inaccessible for majority of users.

- **Medium:** Limited degradation (10% - 19% System Failure) — limited number of users or non-critical functions affected. Business processes can continue. These may include but are not limited to the following:
 - Non-functioning electronic display; and
 - Non-functioning central system software.
- **Minor:** Small degradation (<10% System Failure) —one user affected. Business processes can continue.
 - Any software/hardware defect that does not drastically impact critical business functions.

MARKETING & BRANDING

The City requires electronic displays and software to allow for custom branding options to be displayed throughout all electronic displays.

RFP QUESTIONS

Proposers shall direct all questions regarding RFP documents in writing or by email to:

City of Wilsonville
 Attn: Eric Loomis
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

OR

loomis@ridesmart.com

All questions shall include “RFP Questions – SMART Bus Station Electronic Display Signage” in the subject line or written on the front of the envelope and be submitted in writing by **5:00 p.m., Pacific Time, on Wednesday, November 9, 2022**. Questions and answers will be provided by email to all firms on the RFP holders list. Additionally, responses will be posted on the City’s website by Monday, November 14, 2022, to share clarifying information with all potential Proposers.

Access to the City’s Project Manager for telephone calls, emails, or other communication will be unrestricted during the RFP preparation period up until 5:00 p.m., Pacific Time, on Wednesday, November 9, 2022. During this time, Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after 5:00 p.m., Pacific Time, on Wednesday, November 9, 2022, will not be addressed.

For the sake of fairness, Proposers are not allowed to contact any City staff or official, other than the Project Manager, concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

RFP CHANGE REQUESTS/EXCEPTIONS

A prospective Proposer may request a change to any provision, specification, or contract term (“Exceptions”) contained in the RFP documents by submitting a written request to:

City of Wilsonville
Attn: Eric Loomis
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

loomis@ridesmart.com

All change requests shall include “RFP Change Request – SMART Bus Station Electronic Display Signage” in the subject line or written on the front of the envelope and be submitted, in writing, by no later than **4:00 p.m., Pacific Time, on Wednesday, November 9, 2022**. Each request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

The City will evaluate and resolve all change requests submitted before the listed time and date due within a reasonable time following receipt of the change request. Changes that are accepted by the City will be issued in the form of an addendum to the RFP.

PROPOSER EVALUATION

Proposals will be evaluated on the basis of the following:

(1) Qualifications and Experience of Proposer (20 Possible Points)

- **Introduction or Cover Letter:** Provide a brief introduction of the Proposer, and/or an introduction of all members who may be involved in this contract. Describe primary business experience of the Proposer, the Proposer’s overall mission statement, length of time in business, organizational structure, size, capabilities, ownership, the location of office(s), telephone number, e-mail address, web-site address, and any other information the Proposer deems pertinent and introductory in nature. A primary contact person for solicitation purposes with phone number, e-mail address and fax number must be included.
- **Qualifications of Proposer:** The Proposer shall describe its knowledge and past project experience relevant to SMART’s needs, Scope of Work, including the Proposer's direct experience on projects of similar size, scope, and complexity; include dates, locations, type of service, project managers, and names, addresses, contact persons, and telephone numbers of clients. Include a minimum of three examples of installations demonstrating relevant work history and experience, one of which should be US based.
- **References:** The Proposer shall provide a list of all transit installations implemented by the Proposer. The references shall give the name of a contact person with knowledge of Proposer’s work; that person’s address, telephone number, and company; and a description of the type of work performed. References may be contacted by the City.

(2) Project Organization and Staffing Plan (15 Possible Points)

The Proposer shall provide a description of the functional organization of the proposed project team. Include an organizational chart showing the project team, detail the roles and responsibilities of each team member, the availability of each team member, the location of each team member, and the key team member status (i.e., identify Proposer employees and subcontractors).

Provide the experience and qualifications of each team member, including, but not limited to, a summary of experience with related work, years of experience in the specified position, and education. The information shall be presented as a bio and detailed team member resumes or cover letters may also be included.

(3) Project Management Plan (20 Possible Points)

Provide an overview of the Proposer’s project management plan to ensure adequate technical and administrative oversight of the work and to manage project schedule and budget. Describe the proposed procedures for technical and administrative communications between the Proposer and SMART. Discuss proposed quality control / quality assurance measures, procedures, and any certifications pertaining thereto. Discuss tools and procedures for system design, revisions and change management, and software configuration. The Project Management Plan shall include the following:

- Project delivery timeline
- Implementation schedule with key milestones identified. The City’s goal is to have the system substantially completed and operational by April 30, 2023. Hardware installation work may occur five (5) days a week (Monday – Friday).
- Overview of training, installation, testing, and quality assurance plans for the Project. Details on warranty and maintenance.
- Proposer’s expectations of SMART.

(4) Technical Approach (25 Possible Points)

The Proposer shall provide the overall technical approach and the proposed system architecture with primary subsystems and components to be deployed, their relationships to one another, and their relationship to existing SMART systems and infrastructure. Provide the following details:

- Software overview describing what features and functions will be available to SMART (include sample screen shots of software).
- Summary of any new development efforts needed to provide the functionality specified within the technical requirements and not part of the proposed “off the shelf” system.
- Discussion of product (hardware, software and related components) functionality and efficiency (i.e. power supply, energy efficiency).
- Anticipated life span.

In addition, provide a listing of all Proposer and third-party licensing and maintenance / support agreements necessary for the proposed system. Describe user and/or other thresholds that may affect licensing and the different costs associated with licensing. Describe handling of maintenance/support requests, including priority levels for response (e.g. critical, high, medium, low), service response times, and hours of support. Provide copies of all licensing agreements associated with the Proposer and third-party licensing.

(5) Price Proposal/Cost (20 Possible Points)

The Proposer shall include a breakdown of costs by task for each bus station and total Project cost.

- The price proposal shall include all items of labor, materials, tools, equipment, duties, fees, insurance, shipping, and all other costs necessary to fully complete the manufacture, delivery, assembly, installation, warranty, extended warranty, and training of City personnel, service manuals, drawings, and other items as set forth in this RFP.
- Pricing must also be provided for any identified ongoing costs such as software licenses, upgrade fees, consulting, warranties, and maintenance.
- Provide a schedule of fully-burdened hourly rates, by labor category, for additional engineering, training, and/or technical support services that may be requested by the City as may be executed as a change.
- If discounts are provided, they should be applied to specific categories.

- The price proposal must be signed by an authorized representative of the Proposer with authority to bind the Proposer.

The City reserves the right to add or delete quantities during the contract period. The amounts displayed in the price proposal are based on assumed initial need and do not guarantee a minimum or maximum order.

EVALUATION PROCEDURE

- A. The Evaluation Committee (Committee) will review Proposals received timely, by the deadline closing date and time, for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements detailed within this RFP may be rejected as non-responsive.
- B. The Committee will consider price proposals from those Proposers deemed responsive and technically qualified to perform the work.
- C. The Committee reserves the right to award based upon the most favorable initial Proposal and without conducting Proposer interviews.
- D. The Committee reserves the right to make changes to the RFP during discussions / negotiations. Any changes to the RFP shall be distributed to all Proposers remaining within the competitive range at the time the change is made.
- E. The City reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the work. The City reserves the right to visit sites where work of a similar nature has been performed by the Proposer and/or visit the Proposer's work facility during the evaluation period. Any information gained by the City as a result of documentation/evidence provided, and/or obtained from site visits will all be considered during the final evaluation and final scoring.

AWARD PROTEST

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-047-0740. The protest must be in writing and submitted to:

City of Wilsonville
Attn: Eric Loomis
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

loomis@ridesmart.com

Award protests shall include "Award Protest – SMART Bus Station Electronic Display Signage" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than **5:00 p.m., Pacific Time, on Tuesday, December 27, 2022**. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFP, the City will cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

GENERAL RFP INFORMATION

Contract Award

The City may elect to award the contract to the highest ranked Proposer based on successful negotiation of scope, price, and terms. However, the City may, in its sole discretion, terminate negotiations and reject the Proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring Proposer and may continue on, in the same manner, with remaining Proposers until an agreement is reached.

The City will only negotiate those provisions of the contract that were noted as Exceptions in the Proposal.

Cancellation

The City reserves the right to cancel this RFP or the contract award or reject any or all Proposals at any time before execution of the contract by both parties if such cancellation or rejection is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which will be issued by email format only to all those who have obtained the RFP documents by pick-up or standard mail, and will also be made available for download at <http://www.ci.wilsonville.or.us/rfps>.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **Monday, November 14, 2022**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. The Proposer has carefully examined all RFP documents, including the draft Goods and Services Contract (**attached as Appendix B**), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, the Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached contract.
2. The Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. The Proposer accepts all of the terms of the City's Goods and Services Contract and warrants that Proposer will fully meet all of the insurance requirements contained therein. If the Proposer wishes to amend or modify any terms of the Goods and Services Contract, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Goods and Services Contract not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, the Proposer may withdraw the proposed

change or the entire Proposal and the City may elect to award the contract to the next highest ranked Proposer.

5. The Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable, in whole or in part, by the City has a direct or indirect financial interest in the Proposal or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. The Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. The Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

The Proposer shall also certify Proposer's state of residence.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran, in obtaining any required subcontracts.***

Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

City's Reservation of Rights

The City reserves the right to waive minor irregularities or omissions in compliance with the requirements of this RFP to the extent the Selection Review Committee and Project Manager determine it is in the best interest of the City to do so. The City also reserves the right to cancel this RFP at any time if it determines it is in the best interest of the City to do so. Therefore, by proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto.

Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City at the Proposal submittal location prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be worded so as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

Local and Federal Requirements

The City of Wilsonville intends to select a contractor in accordance with OAR 137-047-0260 and the City's municipal code. Selection of a contractor under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the contract for this Project, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected contractor will be subject to the Oregon Workers Compensation Law and must comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under the contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

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APPENDIX A

Bus Station Specifications

	Stop ID	Location Description	Sign Mount	Shelter	Bench Type	Latitude	Longitude
1	2543	Wilsonville High School WB	Surface	Tolar MFG	Within Shelter	45.30723	-122.74941
2	2696	Old Town Square - Fred Meyer	None	None	None	45.30138	-122.77141
3	2613	Community Center / City Hall	Direct Bury	None	None	45.30413	-122.75960
4	2605	Bailey St - Subaru Dealership	Direct Bury	None	None	45.29986	-122.77116
5	2627	Town Center Park at Courtside Dr.	Surface	None	Pole Bench	45.30578	-122.76266
6	2460	Rain Garden Apts.	None	None	None	45.30881	-122.79426
7	1000	Canby Transit Center	Surface	Other	Within Shelter	45.26316	-122.69172
8	2695	Town Center Shopping - Safeway	None	None	None	45.30443	-122.76312
9	2409	Wilsonville Rd at Brown Rd EB	Direct Bury	OCE	Within Shelter	45.30213	-122.78609
10	2438	Wood Middle School	Direct Bury	OCE	Within Shelter	45.29988	-122.79038
11	2641	Goodwill at Courtside Dr.	Surface	None	Pole Bench	45.30563	-122.76338
12	2498	29911 Boones Ferry Rd - Route 4	Surface	None	Pole Bench	45.30369	-122.77199
13	2655	Boones Ferry Rd - Fred Meyer	Surface	CEC	Within Shelter	45.30092	-122.77322
14	2482	Renaissance Court Apts.	None	None	None	45.30959	-122.79601
15	2080	Meridian Creek Middle School	Surface	CEC	Within Shelter	45.31551	-122.74008
16	2465	Charleston Apts.	None	None	None	45.31083	-122.79633
17	2256	Town Center Park at Parkway Ct NB	Direct Bury	Custom	Within Shelter	45.30666	-122.76423
18	2351	Argyle Square NE at Elligsen Rd SB	Direct Bury	CEC	Within Shelter	45.33541	-122.76363
19	2040	Wilsonville Rd at Graham Oaks Nature Park	Direct Bury	Custom	Within Shelter	45.29706	-122.79822
20	2359	Canyon Creek Rd at Canyon Creek Apts. SB	Direct Bury	CEC	Within Shelter	45.32921	-122.75728
21	2673	10100 Block SW Commerce Cir - Connect to TriMet 96	Direct Bury	None	Pole Bench	45.33519	-122.77552

Shelter Manufacture Key

OCE Oregon Correction Enterprise
 CEC Columbia Equipment Company

Sign Mount Key

Surface Mounted in or on concrete
 Direct Bury Mounted in soil
 None No sign pole mounted

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APPENDIX B

Sample Goods and Services Contract

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CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Bus Station Electronic Signage Project (“Project”) is made and entered into on this ____ day of _____ 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____, a(n) _____ [state] _____ [corporation/limited liability company, etc.] (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Contractor will provide and install eReader displays, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

Section 2. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than June 30, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor the unit price not-to-exceed amount of _____ DOLLARS (\$ _____) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

3.2. Contractor's Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

Section 4. City's Rights and Responsibilities

4.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 13**.

Section 5. City's Project Manager

The City's Project Manager is Eric Loomis. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 6. Contractor's Project Manager

Contractor's Project Manager is _____. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

Section 7. Subcontractors and Assignments

Unless expressly authorized in writing by the City, pursuant to **Subsection 9.1**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no

privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

Section 8. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

Section 9. Contractor's Responsibilities

9.1. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

9.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

9.3. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

9.4. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws,

regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

9.6. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

9.7. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

9.7.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

9.7.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

9.7.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

9.8. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9.9. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

9.10. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

9.12. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

Section 10. Indemnity

10.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 10.2.** Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

10.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

Section 11. Insurance

11.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all

risks arising directly or indirectly out of Contractor's activities or work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

11.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

11.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

11.1.3. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

11.1.4. Insurance Carrier Rating. Coverages provided by Contractor and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

11.1.5. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via

ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

11.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days’ prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

11.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 12. Warranty

12.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work, materials, and components of the system, including equipment, services and software purchased under this Contract, for a period of three (3) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City’s Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within three (3) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing his/her duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The three (3) year warranty period shall, with relation to such required repair, be extended three (3) years from the date of completion of such repair.

12.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by this Contract, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 13. Early Termination; Default

13.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

13.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; or

13.1.3. By Contractor, effective upon seven (7) days' prior written notice, in the event of substantial failure by the City to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

13.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

13.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

13.4. Termination under any provision of this **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 14. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 15. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Eric Loomis, Transit Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: _____
Attn: _____

Section 16. Miscellaneous Provisions

16.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City’s sole discretion, will apply.

16.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

16.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

16.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

16.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

16.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

16.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in

addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

16.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

16.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

16.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

16.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

16.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

16.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

16.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

16.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to

provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

16.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

16.18. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

16.19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

16.20. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

CONTRACTOR:

CITY:

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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